

**INTERLOCAL AGREEMENT FOR THE ACQUISITION OF FIRE PROTECTION,
EMERGENCY RESPONSE AND EMERGENCY MEDICAL SERVICES**

This Agreement is made and entered into as of January 1, 2013 by and between the Salt Lake Valley Fire Service Area (n.k.a Unified Fire Service Area) (the "Service Area"), a local district created pursuant to Utah law, the Unified Fire Authority of Greater Salt Lake (the "UFA"), a body corporate and politic and political subdivision of the State of Utah created pursuant to the Utah Interlocal Cooperation Act and Eagle Mountain City, a municipal corporation of the state of Utah (the "City"), for the provision of fire protection, emergency response and emergency medical services (the "Services") within the boundaries of the City.

WHEREAS, the City has requested annexation into the Service Area for the purpose of acquiring the Services for the residents of City;

WHEREAS, the Service Area has approved the annexation of the territory within the corporate boundaries of the City into the Service Area. The annexation is operationally effective January 1, 2013;

WHEREAS, the Service Area is a member of the Unified Fire Authority (the "UFA") for the provision of the Services throughout the Service Area and makes quarterly payments to the UFA for the cost of the Services;

WHEREAS, the City is willing to transfer property and reserve funds related to the ongoing provision of the Services to the Service Area and the UFA subject to the terms of this Agreement; and

WHEREAS, the Service Area and the UFA are willing to accept the transferred equipment and funds, provide the Services and account for the receipt and use of the Reserve funds in accordance with the terms of this agreement.

NOW, THEREFORE, the parties to this agreement hereby agree as follows:

1. TERM. This agreement shall commence as of January 1, 2013, and continue in effect until otherwise terminated by the parties or the expiration of the interlocal agreement creating the Unified Fire Authority, whichever comes first. The obligation of the Service Area and the UFA to accept the transfer of equipment and supplies and to accept and utilize reserve funds for the purposes for which they were designated by the City shall continue until the funds are expended

or until the Service Area and UFA Boards of Trustees approve a different designation of the funds.

2. SERVICES TO BE PROVIDED. The Services provided commencing January 1, 2013, shall be the fire protection, emergency response and emergency medical services provided by the UFA to the Service Area in accordance with the staffing plan agreed upon and presented to the City by the UFA as it may be amended from time to time by the Service Area Board of Trustees.

3. TRANSFER OF VACATION AND SICK LEAVE FUND BALANCES. City is transferring current employees to the UFA. As part of the transfer, UFA is recognizing and retaining, for the benefit of the transferred employees, all vacation and sick leave accrued and unused as of December 31, 2012. In consideration for that, City agrees to transfer approximately one hundred percent of the cost of the accrued vacation and twenty five percent of the cost of the accrued sick leave. UFA agrees to include those funds in its employee service reserve fund to be used for the payment of accrued and owed compensated absences for UFA employees. The funds shall be transferred in one payment due on February 1, 2013.

4. TRANSFER OF ACCRUED VEHICLE REPLACEMENT FUND BALANCES. City agrees to transfer to UFA the City's accrued light and heavy fire vehicle replacement funds. The funds shall be transferred in one payment due on February 1, 2013 and shall be deposited in the UFA vehicle replacement fund.

6. TRANSFER OF FIRE DEPARTMENT EQUIPMENT. Unless otherwise agreed to by the parties in writing, the City agrees to transfer to UFA all equipment, parts and supplies, including vehicles, utilized by the City in provision of fire protection, emergency response and emergency medical services in the City's fire department or in the City's fire stations. The transferred equipment shall not include equipment and supplies utilized by the City in other departments even though used in activities that support the City's fire department unless the equipment and supplies have no use other than for support of fire department activities. Transfer of the equipment, parts and supplies shall be by a separate Bill of Sale.

7. TRANSFER OF FIRE DEPARTMENT PERSONNEL. UFA agrees to accept as UFA employees all fire department PERSONNEL transferred by the City. Employees shall be transferred to UFA employment at the same or comparable classification and with the same seniority the employee had in his or her City employment with the exception of the Fire Chief who shall become an Assistant Fire Chief for the UFA. UFA agrees to compensate transferred employees at the same rate as paid by UFA for employees of comparable classification, specialty and seniority. Employees compensated by the City at a higher salary than would be paid by

UFA for comparable classification, specialty and seniority shall receive the same salary from UFA as they were paid by the City but the salary will be frozen until UFA compensation plans exceed the frozen salary for that classification, specialty and seniority. The City agrees to transfer to UFA copies of all personnel files, including medical files, for the transferred employees. Personnel files and medical files shall be transferred by the City to UFA prior to February 1, 2013. UFA and City agree that the transfer of the City employees to the UFA is a continuation of employment service. The transfer of personnel and medical files reflects the ongoing and uninterrupted service of the transferred employees and the substitution of the UFA for City as their employer in performing the transferred governmental function. City is not a "Covered Entity" with respect to its employees and the medical records of its employees. The transfer of the medical records does not, in the opinion of the parties, constitute a disclosure of Individual Identifiable Health Information as defined by the US Department of Health and Human Services in the *Standards of Privacy of Individually Identifiable Health Information*. The transferred medical files constitute private records under the Utah Government Records Access and Management Act and shall be managed and used by the UFA consistent with the applicable provisions of that Act. Notwithstanding the understanding and agreement of the parties, UFA agrees to defend and indemnify City from any and all claims arising from whatever source that are related to the transfer of the medical files to the UFA and the use by the UFA of the health information contained therein.

8. CONVEYANCE OF FIRE STATIONS. The City agrees to convey to Service Area by Warranty Deed the existing City fire stations for use by UFA in the provision of the Services. At the time of transfer, the stations shall be habitable and fit for use as fire stations and for the residence of fire personnel without violation of applicable federal, state or other rules or regulations governing workplace safety. UFA agrees to use the transferred stations for the provision of the Services and to provide for normal maintenance of the fire stations sufficient to maintain the stations in the condition they were acquired by the UFA. Service Area agrees to assume financial responsibility for required future capital maintenance of and improvements to the fire stations. Transfer of the stations shall be by a separate Real Estate Purchase Agreement.

9. NO THIRD PARTY BENEFICIARIES. This agreement and the covenants, promises, obligations and responsibilities contained herein are intended solely to establish the obligations and benefits of the respective parties hereto. No other persons are intended to benefit from or be bound by the mutual obligations of the parties and no third party may enforce the terms of this agreement or rely on this agreement in any action against either of the parties.

10. PARTIES AS GOVERNMENTAL ENTITIES. Both parties are governmental entities subject to the provisions of the Utah Governmental Immunity Act and the substantive and procedural protections thereof. By execution of this agreement, neither party waives any of

the substantive or procedural defenses or protections of the Act including specifically without reservation the limitations on actions and the limitations on judgments contained therein. Subject to the provisions of this Paragraph, each party agrees to indemnify, release, hold harmless and defend the other party hereto from all claims, damages, liabilities, and judgments for injury to persons, loss of life, or damage to property occurring because of the negligent acts or omissions of the indemnifying party, its officers, or employees.

11. INTERLOCAL ACT REQUIREMENTS.

- (a). This agreement shall be authorized by resolution or ordinance of the legislative body of each party, pursuant to Section 11-13-202.5(1)(b) of the Interlocal Act;
- (b). The resolution or ordinance of a party's legislative body approving this agreement shall specify the effective date of this agreement, pursuant to Section 11-13-202.5(2) of the Interlocal Act;
- (c). A duly executed original counterpart of this agreement shall be filed with the keeper of records of each party pursuant to Section 11-13-209 of the Interlocal Act.

12. NOTICE. Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within two days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the Parties as set forth below:

City: Eagle Mountain City
Attn: City Manager
Eagle Mountain City Hall
1650 East Stagecoach Run
Eagle Mountain, UT 84005

Copy to: Eagle Mountain City
Attn: City Attorney
1650 East Stagecoach Run
Eagle Mountain, UT 84005

Service Area: Salt Lake Valley Fire Service Area

Attn: Chair, Board of Trustees
3380 S. 900 W.
Salt Lake City, UT 84119

Copy to: Salt Lake Valley Fire Service Area
Attn: Legal Counsel
3380 S. 900 W.
Salt Lake City, UT 84119

UFA: Unified Fire Authority
Attn: Fire Chief
3380 S. 900 W.
Salt Lake City, UT 84119

Copy to: Unified Fire Authority
Attn: Chief Legal Officer
3380 S. 900 W.
Salt Lake City, UT 84119

13. BINDING AUTHORITY. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

14. CAPTIONS. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent thereof.

15. COUNTERPARTS. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

16. SEVERABILITY. In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

17. WAIVER OF BREACH. No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any other covenant, agreement term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

18. EXCLUSIVE REMEDIES. The remedies of the parties specified herein shall be exclusive. Neither party shall have any other right, remedy or priority whatsoever.

19. AMENDMENT. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

20. INTERPRETATION. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. This Agreement is the result of arms-length negotiations between the parties, and the City, Service Area and the UFA have had substantive input regarding the various provisions of this Agreement. Accordingly, each of the parties affirms its desire that this Agreement be interpreted in an absolutely neutral fashion with regard to any rule of interpretation (or the like) requiring that the provisions of this Agreement be

construed to favor one party (such as, for example, the party that did not draft this Agreement) over the other.

21. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

22. SEPARATE LEGAL ENTITY. This Agreement does not create a separate legal entity.

23. NO INTERLOCAL ENTITY. The parties agree that they do not by this Agreement create an interlocal entity.

24. INTEGRATION. Unless additional agreements are called for by this agreement, this agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

IN WITNESS WHEREOF, the parties have signed this agreement effective as of the date first written above.

UNIFIED FIRE AUTHORITY

By _____

Title _____

APPROVED AS TO FORM:

CHIEF LEGAL OFFICER
UNIFIED FIRE AUTHORITY

EAGLE MOUNTAIN CITY

By _____

Title _____

ATTEST:

CITY RECORDER
EAGLE MOUNTAIN CITY

APPROVED AS TO FORM:

CITY ATTORNEY
EAGLE MOUNTAIN CITY

SALT LAKE VALLEY FIRE SERVICE
AREA

By _____

Title: _____

ATTEST:

CLERK
SALT LAKE VALLEY FIRE SERVICE AREA

APPROVED AS TO FORM:

LEGAL COUNSEL
SALT LAKE VALLEY FIRE SERVICE AREA